

PROJECT BOOK
SPECIFICATIONS AND BID DOCUMENTS

CITY OF WEST LAFAYETTE
WABASH LANDING
GARAGE DECK CAPITAL REPAIRS
PHASE IV
2009

August 28, 2009

Board of Public Works and Safety

Department of Development
City of West Lafayette
609 W. Navajo Street
West Lafayette, Indiana 47906

TABLE OF CONTENTS

**City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
August 28, 2009**

- A. PROJECT SUMMARY
- B. NOTICE TO BIDDERS
- C. BID FORM & STATE BOARD OF ACCOUNTS FORM 96 (**SUBMIT IN TRIPLICATE**)
- D. CURRENT WAGE SCALE
- E. INSTRUCTIONS TO BIDDERS
- F. SCOPE OF WORK /SPECIFICATIONS AND SPECIAL PROVISIONS
- G. CITY OF WEST LAFAYETTE STANDARD GENERAL CONDITIONS
- H. SAMPLE CONTRACT FORM
- I. AFFIRMATIVE ACTION



PROJECT SUMMARY

PROJECT SUMMARY

**City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
August 28, 2009**

This project consists of the installation of concrete surface coatings and water repellent systems on parts of the upper decks of the garage as well as steel surface coatings on the stairwell surfaces in the southwest stairwell and elevator lobby floor coating and related construction as well as a partial enclosure for the south west open stairwell in the Wabash Landing Garage in the City of West Lafayette, Indiana

As detailed in these bidding documents

The work includes all work necessary to complete the project unless specifically noted elsewhere in these documents or written addendum(s).

The work is being bid and constructed in a single phase.

The City's agents for the project will be Mr. Tom Gall of:

T.J. Gall & Associates, Inc.
14 North 2nd Street
Suite 200 A
Lafayette, IN 47901
765-426-1743

Bids shall be complete for the entire scope of work shown on the plans and as noted in the bid documents

B

NOTICE TO BIDDERS

NOTICE TO BIDDERS

CITY OF WEST LAFAYETTE Wabash Landing Garage Capital Repairs Project Phase IV 2009

The West Lafayette Redevelopment Commission through the City of West Lafayette Board of Public Works and Safety of the City of West Lafayette, Indiana will receive sealed bids for the **Wabash Landing Garage Capital Repairs Phase IV 2009** project until the hour of 8:30 A.M. local time on September 14, 2009 at the Office of the Clerk-Treasurer, City Hall, 609 West Navajo Street, West Lafayette, Indiana 47906 for the completion of the work hereinafter listed. After said time all bids received will be taken to the Lower Level Conference Room of the City Hall building and there be publicly opened and read aloud. Bids received after said time will be returned unopened. No oral, telephoned, telegraphed, or facsimile bids or changes to bids will be considered.

This project consists of protective wall coating, galvanized steel stair coating, deck surfacing, crack sealing, storefront aluminum framing and glazing and structural steel and related construction in the Wabash Landing Garage in the City of West Lafayette, Indiana.

Bids must be entered upon the bid form and the State Board of Accounts Form 96 (Revised 2005) submitted in **triplicate** with the bid and non-collusion affidavit properly executed, and must comply with the statutes of Indiana and with the rules and regulations of the State Board of Accounts of Indiana. Bids shall be in a sealed envelope marked "**WABASH LANDING GARAGE PHASE IV PROJECT**".

The bid must be accompanied by a certified or cashier's check or bid bond in an amount not less than five percent (5%) of the total bid price made in favor of the City of West Lafayette, Indiana, which amount shall accrue to and become the property of the City should the Bidder, awarded a contract, fail to enter into the required written agreement and secure same with the required one hundred percent (100%) performance, payment and guarantee bond.

In accordance with IC 5-16-7-1 and all acts amendatory thereof and supplemental thereto, wage rates on the project shall not be less than the hourly wage rates set forth in the Contract Document.

Plans and bidding documents are on file and may be reviewed in the Office of the Clerk-Treasurer, West Lafayette City Hall. The Plans, Specifications and Bidding Documents may be obtained on or after **August 28, 2009** from the City of West Lafayette Development Office, City Hall, phone 765-775-5160; or from the City's website, www.westlafayette.in.gov.

Bids remain in effect for sixty (60) days from the date of the bid. The Board reserves the right to reject any or all bids and waive irregularities of bidding.

CITY OF WEST LAFAYETTE
BOARD OF PUBLIC WORKS & SAFETY
JUDITH C. RHODES
CLERK-TREASURER

Publish: August 26 and September 2, 2009

C

BID FORM

AND

STATE BOARD OF ACCOUNTS FORM 96

(SUBMIT IN TRIPLICATE)

Contractor Name _____

BID FORM
For
City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
Bid Form
August 28, 2009

Having carefully examined the Contract Documents as well as the site and conditions affecting the work, the undersigned proposes to furnish all labor and materials, necessary tools, expendable equipment, and to perform all work required by and in strict accordance with the above named documents.

BID PROPOSALS

Bidder agrees to perform all items of work as shown on the Drawings and/or described in the Specifications or Addenda, for the amounts shown as follows:

(Amount for Bids shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

Unit Values

BASE BID ITEMS:

Item # 1: General Deck Spalls

Total Estimate 14 S.F.

Unit Price _____ Total _____

Item # 2 Deck Cracks

Total, Estimate 150L.F.

Unit Price _____ Total _____

Item #3: Joint Sealant Removal & Replacement

Total, Estimate 75 L.F.

Unit Price _____ Total _____

Item #4: Wall Lift Lug Pockets Preparation and patching

Total, Estimate 16 EACH

Unit Price _____ Total _____

Item # 5: Deck Wearing Surface Epoxy Leveling

Total, Estimate 14,877 S.F.

Unit Price _____ Total _____

Item # 6: Silane Penetrating Water Repellent

Total, Estimate 41,909 S.F.

Unit Price _____ Total _____

Item # 7 Urethane Traffic Membrane Repairs:

Total, Estimate 114 S.F.

Unit Price _____ Total _____

Item # 8 Surface Build-Up (Puddling Elimination):

Total, Estimate 300 S.F.

Unit Price _____ Total _____

Item #9: Acrylic Masonry Coating

Total, Estimate 120 S.F.

Unit Price _____ Total _____

Item #10: Epoxy Coating (Elevator Tower Stairwell Landings and Treads)

Total, Estimate 2,217 S.F.

Unit Price _____ Total _____

Item #11: Epoxy Coating (Elevator Tower Lobbies)

Total, Estimate 1,680 S.F.

Unit Price _____ Total _____

Item #12: Vertical Caulking (Elevator Tower Stairwell Every Riser Both Sides)

Total, Estimate 140 L.F.

Unit Price _____ Total _____

Item #13: Tuck Pointing and Sealant Allowance for Bridge Connection

Total Lump Sum

Unit Price \$5,000.00 Total \$5,000.00

Item #14: Re-Striping of Surfaced Areas

Total, Estimate 4000 L.F.

Unit Price _____ Total _____

TOTAL BASE BID:

The complete construction as required by the Contract Documents for the sum of _____ and _____/100 Dollars (\$_____).

ALTERNATE #1
Stairwell Partial Enclosure-DELETED

SUBMITTED BY

Contractor's Name: _____

Authorized Signature: _____ **Date:** _____

ADDENDA

The Bidder acknowledges receipt of the following Addenda:

ADDENDUM # ____ DATED _____

ADDENDUM # ____ DATED _____

BID OF

(Contractor)

(Address)

**FOR
PUBLIC WORKS PROJECTS
OF**

Filed _____

Action taken _____

CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96**PART I**

(To be completed for all bids. Please type or print)

Date: _____

1. Governmental Unit (Owner): _____

2. County: _____

3. Bidder (Firm): _____

Address: _____

City/State: _____

4. Telephone Number: _____

5. Agent of Bidder (If applicable): _____

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of _____

(Governmental Unit) in accordance with plans and specifications prepared by _____

_____ and dated _____ for the sum of

_____ \$ _____

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS

(If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States. (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this _____ day of _____, _____, subject to the following conditions: _____

Contracting Authority Members:

_____	_____
_____	_____
_____	_____

PART II

(For projects of \$100,000 or more - IC 36-1-12-4)

Governmental Unit: _____

Bidder (Firm) _____

Date: _____

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I - EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner

3. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

4. List references from private firms for which you have performed work.

SECTION II - PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. (Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)
2. Please list the names and addresses of all subcontractors (i.e. persons or firms outside your own firm who have performed part of the work) that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.
3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.
4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.
5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

SECTION III - CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV - CONTRACTOR'S NON - COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V - OATH AND AFFIRMATION

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at _____ this _____ day of _____, _____

(Name of Organization)

By _____

(Title of Person Signing)

ACKNOWLEDGEMENT

STATE OF _____)
COUNTY OF _____) SS

Before me, a Notary Public, personally appeared the above-named _____
and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My Commission Expires: _____

County of Residence: _____

D

**CURRENT WAGE SCALE
TO BE PROVIDED**

E

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

**City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
August 28, 2009**

BIDDING DOCUMENTS

COPIES: Complete sets of Bidding Documents shall be used in preparing bids; the City of West Lafayette does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The documents are those contained within this project book.

The City of West Lafayette, in making copies of the Bidding Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

ADDITIONAL BIDDING INSTRUCTIONS: Additional bidding instructions may be contained in the bid form section of this book, and are in addition to those given in this section.

INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS: Bidders shall promptly notify the City of West Lafayette, through its Agent, Tom Gall of T. J. Gall & Associates, Inc. (765-426-1743) of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the same at least ten (10) days prior to the date for receipt of bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

SUBSTITUTIONS: The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the City's Agent at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the

proposer. The City Agent's decision of approval or disapproval of the proposed substitution shall be final.

If the City's Agent approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

ADDENDA: Addenda will be made available to all who are known by the City of West Lafayette to have received a complete set of Bidding Documents. Bidders will be responsible for picking up such addenda. Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

No Addenda will be issued later than three (3) days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND SITE OF WORK:

The Bidder is required to examine carefully the site of the proposed work, the proposal, specifications, special provisions, and contract forms before submitting a proposal. It is mutually agreed that submission of a bid be considered prima facie evidence that the Bidder has made such examination and is satisfied as to the requirements of the specifications, special provisions, and contract.

PREPARATION OF PROPOSAL: The Bidder must submit his proposal on forms furnished by the City of West Lafayette or on forms as directed by the City of West Lafayette. The blank spaces in the proposal forms must be filled in correctly. He shall show one base price and one price for each alternate. All writing shall be with ink, including the signature of the Bidder.

The Bidder shall sign his proposal correctly. If the proposal is made by an individual, his name and post office address must be shown. If made by a partnership, it must be signed by a member of the partnership submitting the proposal, and his name and post office address must be shown. If made by a corporation, the proposal shall show the name of the state under whose laws the corporation is chartered, names and business address of its executive officers, and be signed by the authorized officials of the corporation.

The Bidder shall sign the contract form and all other forms included as a part of his proposal, which require signature before submitting same.

DETERMINATION AND EXTENSION OF CONTRACT TIME:

Based on a notice to proceed or signed contract by September 28, 2009, the Project shall be substantially complete and ready for the City to use no later than December 18, 2009.

The schedule is based on the original project scope. Unless otherwise determined, an increase in scope will not increase the time allowed for the performance of the contract unless agreed to in the

change proposal.

If the Contractor finds it impossible for reasons beyond his control to complete the work within the contract time as specified or as extended in accordance with the provision of this subsection, he may, at any time prior to the expiration of the contract time as extended, make a written request to the City's Agent for an extension of time setting forth therein the reasons which he believes will justify the granting of his request. The Contractor's pleas that insufficient time was specified is not a valid reason for extension of time. If the Board of Public Works and Safety finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, such as acts of God, acts of the public enemy, acts of Government, fires, floods, epidemics, strikes, or extraordinary delay in procurement of critical materials, they may extend the time for completion in such amount as the conditions justify. The extended time for completion shall then be in full force and effect the same as though it were the original time for completion.

FAILURE TO COMPLETE ON TIME: For each calendar day that any work shall remain uncompleted after the control time specified for the completion of the work provided for in the contract, the sum of \$480.00 per day will be deducted from any money due the Contractor not as a penalty but as liquidated damages. Due account will be taken of any adjustment of the contract time.

Permitting the Contractor to continue and finish the work or any part of it after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Board of Public Works and Safety of any of its rights under the contract.

AFFIDAVIT: The affidavit form provided in a non-collusion affidavit must be properly executed.

STANDARD QUESTIONNAIRES: The Bidder must fill out and submit the Standard Questionnaire and Financial Statement for Bidders.

DATE OF COMPLETION: See “**Determination And Extension Of Contract Time**”

DELIVERY OF PROPOSALS: Per Notice to Bidders

MODIFICATION OR WITHDRAWAL OF BID: A bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of bids, and Bidder so agrees in submitting his bid.

Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

Such notice shall be in writing over the signature of the Bidder or be by telegram; if by telegram, written confirmation over the signature of Bidder must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of the original bid.

Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

PUBLIC OPENING OF PROPOSALS: Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders, their authorized agents, and other interested parties, are invited to be present.

IRREGULAR PROPOSALS: Proposals shall be considered irregular and may be rejected for the following reasons:

- (a) If the proposal forms furnished or specified by the Owner are not used or are altered.
- (b) If there are unauthorized additions, conditional or alternate bids, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- (c) If the Bidder adds any provisions reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.

DISQUALIFICATION OF BIDDERS: Any one of the following causes may be considered as sufficient for the disqualification of a Bidder and the rejection of his proposal or proposals.

- (a) More than one proposal for the same work from one individual, firm, or corporation under the same or different names.
- (b) Evidence of collusion among Bidders. Participants in such collusion will receive no recognition as Bidders for any future work of the City of West Lafayette until any such participant shall have been reinstated as a qualified Bidder.
- (c) Lack of competency and adequate machinery, plant, and other equipment, as revealed by the financial statement and experience questionnaire.
- (d) Unsatisfactory performance record as shown by past work judged from the standpoint of workmanship and progress.
- (e) Uncompleted work which, in the judgment of the City of West Lafayette, might hinder or prevent the prompt completion of additional work if awarded.
- (f) Failure to pay, or satisfactorily settle, all bills due for labor and material on former contracts in force at the time of the bidding.

SUB-CONTRACTOR LIST AND SCHEDULE OF VALUES: No later than 48 hours after bids are opened the TWO lowest apparent low bidder(s) shall submit to the city the list of sub-contractors and material suppliers and a proposed Schedule of values for the entire project.

MATERIAL GUARANTY: Before any contract is awarded, the Bidder may be required to furnish a complete statement of origin, composition, and manufacture of any or all materials to be used in the

construction of the work together with samples. These samples may be subjected to tests provided for in these specifications to determine their quality and fitness for the work.

F

SCOPE OF WORK / SPECIFICATIONS AND SPECIAL PROVISIONS

**City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
Scope and Specifications
August 28, 2009**

Item # 1: General Deck Spalls

- 1) Demolition with 15-lb. "chipping" hammers max weight.
- 2) Square or rectangular cut perimeter @ 1/2" depth.
- 3) Blast and prime metal with Sherwin Williams Macropoxy on metal only. Blast profile concrete.
- 4) Replace with BASF 10-60 Grout fast-set @ 6,000psi.
- 5) Cure with Curing / Sealing compound.

Locations: Level-3 Stall #425- 10 s/f
Level-3 by east door – 4 s/f

Total Garage Estimate 14 s/f

Item # 2 Deck Cracks

- 1) Saw-Cut Crack 1/4"D x 1/8"W
- 2) Blow down crack to remove dust and debris.
- 3) Seal with Sika Sikadur-35 HMLV Epoxy (or equal) and Cabosil filler.

Locations: Grade Level – 85 l/f
Level-1, 25 l/f,
Level-1 At Entry – 5 l/f,
Level-3 – 3 l/f
Level-5 Stall #619 – 32 l/f

Total Garage Estimate 150 l/f

Item # 3: Joint Sealant Removal & Replacement

- 1) Remove existing sealant totally.
- 2) Grind edges to remove all bond breaking residual
- 3) Install backer-rod (1/8" larger than joint opening), or bond breaker tape where required.
- 4) Prime joint faces with Sika #429 Primer per manufacturer's instruction.
- 5) Seal with 2 component Urethane sealant SIKA 2C-NS (Vertical surfaces may be sealed with Sika 15-LM).

Joint dimension should allow for 1/4" minimum and 1/2" maximum thickness for sealant. Proper design is 2:1 width to depth ratio.

Locations: Level-1 Curb by elevator – 54 l/f,
Level-1 Control Joint at door – 21 l/f,

Total Garage Estimate 75 l/f

Item #4: Wall Lift Lug Pockets: Preparation and Patching

- 1) Remove all loose and cracked concrete patching material.
- 2) Grind, remove all metal extrusions.
- 3) Make two saw-cut grooves into exposed void ¼" Keyways.
- 4) Square perimeters: No Featheredge patching.
- 5) Fill void with Neogard 70702/70703 Epoxy Surfacer blended with Unimen 12/20 aggregate at a ratio: 1 resin to 3 aggregate.

Locations: Roof Level – 16 ea

Total Garage Estimate 16 each

Item # 5: Deck Wearing Surface Epoxy Leveling

- 1) Blast-Trac Profile to remove any surface contaminants and existing traffic markings
- 2) Prime with Gaco Western U-5677 Penetrating Primer/Sealer
- 3) Basecoat with Gaco Western E-5511 Epoxy Surfacer at 60 s/f per gallon
- 4) Seed basecoat to rejection with Unimen 12/20 aggregate.
- 5) Remove excess aggregate and topcoat with Gaco Western E-5511 at 60 s/f per gallon.

Locations: Grade Level at columns by exit booth – 20 s/f
Level-1 – 240 s/f,
Level-2 South end cross-over 2,475 s/f,
Level-4 along interior wall – 1,998 s/f,
Level-4 at cross-over extend existing surfacing stopping at joint – 150 s/f,
Level-5 Wash-out by stair/elevator – 20 s/f,
Level-6 by rear stairs – 1,440 s/f,
Roof Level from all perimeter walls in 9' – 7,254 s/f,
Roof Level at interior wall – 1,200 s/f,
Roof Level from elevator to drain at center wall – 80 s/f

Total Garage Estimate 14,877 s.f

Item # 6: Silane Penetrating Water Repellent

- 1) Complete all repairs to areas that are to be sealed prior to application.
- 2) Blast-trac Shot-blast surface preparation including removal of parking markings.
- 3) Low pressure spray (15-25 psi) Chem-Trete BSM-40 Low VOC Silane at manufacturers recommended rates and instructions.

Locations: All bays that have roof level exposure less areas surfaced in Item #5 of 7,254 s/f,
1,200 s/f, 80 s/f

Total Garage Estimate 41,909 s/f

Item # 7 Urethane Traffic Membrane Repairs:

- 1) Removal of existing membrane until limits of disbonded area has been reached. Square off edges to provide a sound perimeter for replacement membrane. .
- 2) Mechanically remove any residual material that may promote disbonding.
- 3) Prime surface with Neogard 7780/7781 Primer 150 s/f per gallon.
- 4) Basecoat with Neogard FC7500 Basecoat at 80 s/f per gallon
- 5) Intermediate coat with Neogard FC7510 at 100 s/f per gallon. Broadcast 8/12 crushed walnut shell at 7-10 pounds per 100 s/f.
- 6) Topcoat with Neogard FC7520 at 100 s/f per gallon.

Locations: Level-3 Ledger beam at South cross-over – 54 s/f,
Level-4 at Stall #515 – 60 s/f

Total Garage Estimate 114 s/f

Item # 8 Surface Build-Up (Puddling Elimination):

- 1) Pressure wash clean existing surface with a biodegradable Cleaner such as Astrochem.
- 2) Prime area with Neogard Rebond Primer 7795/7796 at a rate of 250-300 s.f. per gallon.
- 3) Basecoat with Neogard FC7500 at 80 s/f per gallon. Broadcast 8/12 crushed walnut shell at 7-10 Pounds per 100 s/f
- 4) Intermediate coat with Neogard FC7510 at 80 s/f per gallon. Broadcast 8/12 crushed walnut shell at 7-10 pounds per 100 s/f.
- 5) Topcoat with Neogard FC7520 at 100 s/f per gallon

Locations: Level-7/6 cross-over – 150 s/f
Level 6/5 cross-over – 150 s/f

Total Garage Estimate 300 s/f

Item #9: Acrylic Masonry Coating

- 1) Media blast surfaces to remove all contaminants
- 2) Tape Exterior against run-down grind top of wall.
- 3) Apply Gaco Western primer E 5320 @ 200 S.F./ gallon.
- 4) Basecoat with Gaco Western A-32 Acrylic at 1.2 gallons per 100 S.F.
- 5) Topcoat with Gaco Western A-32 Acrylic at 1.2 gallons per 100 S.F.

Locations: Level-6 knee-wall at elevator/stairwell – 120 s/f (include top of wall)

Total Garage Estimate 120 s/f

Item #10: Epoxy Coating (Elevator Tower Stairwell Landings and Treads)

- 1) Mechanically prepare surface to provide for a clean anchoring profile.
- 2) Prime surface with Gaco Western U-5677
- 3) Basecoat with Gaco Western E-5511 Epoxy Surfacer at 100 s/f per gallon
- 4) Broadcast Unimen 12/20 aggregate to provide for a non-skid cleanable surface.
- 5) Topcoat with Gaco Western E-5511 Epoxy Surfacer at 100 s/f per gallon.

Locations: Elevator Tower Stairwell Landings and Treads

Total Garage Estimate 2,217 s/f

Item #11: Epoxy Coating (Elevator Tower Lobbies)

- 1) Clean Surface to remove all contaminants by solvent wiping surface.
- 2) Prime surface with Gaco Western U-5677 at 200-250 s/f per gallon.
- 3) Apply a single coat of Gaco Western E-5511 Epoxy Surfacer at 100 s/f per gallon

Locations: Elevator Tower Lobbies

Total Garage Estimate 1,680 s/f

Item #12: Vertical Caulking (Elevator Tower Stairwell Every Riser both Sides)

Solvent wipe substrate to remove any contaminants
Prime with Sika 260 Primer
Install a 3/8"x 3/8" cove bead of Sika 15-LM Urethane Sealant color to match existing Surfaces.

Locations: Stairwell verticals on risers

Total Garage Estimate – 140 l/f

Item #13: Tuckpointing and Sealant Allowance for Bridge Connection- see bid form

Item #14: Striping

- 6) Re-strip all lines covered or partially covered by new coatings

Locations: at all new coating locations

Total Garage Estimate 4,000 L.F.

Alternate #1: Stairwell enclosure—DELETED

General Notes:

- 1) All materials and labor warranted for 3 years by applicator and manufacturer, approved at site inspection/ verification by both parties is required as a condition of final payment.
- 2) PROOF MUST BE PROVIDED WITH THE BID THAT the membrane manufacturers specified acknowledge that the applicator is a “qualified” installer. The Contractor is to have a minimum five year experience with membranes and sealants specified and provide evidence of such experience with the bid. BIDDERS NOT PROVIDING PROOF OF SUCH EXPERIENCE AND CERTIFICATIONS MAY BE DISQUALIFIED AT THE OPTION OF THE CITY OF WEST LAFAYETTE.
- 3) Weight limits on deck @ 50 lbs per S.F. which includes trucks, equipment, and storage of material.
- 4) Jack hammers limited to 15# “Chipping Hammers”.
- 5) All materials must be installed per manufacturer’s material specification with proper surface preparation.
- 6) All work shall be in accordance with manufacturer’s latest product instructions.
- 7) All demolition and exposure of decks to be cognizant of rebar, tee-brackets, and fasteners. All exposed metal to be blasted and zinc primed.
- 8) Unless otherwise specified unit prices will be the basis for payment on this project. Additional work on similar items will be performed for the same unit prices.
- 9) The City reserves the right to eliminate items all together or lower quantities for individual items from the scope of the project.

**City of West Lafayette
Wabash Landing Garage
Capital Repairs Project
Phase IV
August 28, 2009**

SPECIAL PROVISIONS

All notes in this section are in addition to notes on the plans. If this document is in conflict with any note on the plans this document shall control.

WEST LAFAYETTE CITY STANDARD GENERAL CONDITIONS (attached)

The West Lafayette City Standard General Conditions are included as part of these quote documents and as such will control unless specifically modified in other parts of this document.

The Engineer as defined in the general conditions shall be revised as being the "the City's duly authorized agent".

INSURANCE REQUIREMENTS:

(This section is a supplement to Article 8 of the Standard General Conditions.) The City of West Lafayette's risk management strategy requires the contractor provide evidence of insurance that meets the minimum requirements listed below for this project. These coverage's must be placed with an insurance company with an A.M. Best rating of A-:VII or better. Please provide a Waiver of Subrogation in favor of the City of West Lafayette, Indiana as it pertains to Commercial General Liability, Workers Compensation, and Automobile Liability.

Insurance Requirements:

A. Commercial General Liability (Occurrence Form)

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
General Aggregate (other than Prod/Comp Ops Liability)	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000

Coverage shall be subject to a per project or vendor general aggregate provision that names all jobs performed by subcontractor if applicable. The City of West Lafayette, Indiana must be named as an Additional Insured. The insurance will be considered primary before any other applicable coverage.

B. Automobile Liability \$1,000,000 each accident

If subcontractor at any time transports hazardous materials, subcontractor shall carry appropriate auto pollution coverage. Hired and Non-Owned auto liability coverage is to be included.

C. Workers Compensation and Employer's Liability

Worker's Compensation	State Statutory Limits
-----------------------	------------------------

Employer's Liability	
----------------------	--

Bodily Injury by Accident	\$100,000 ea. accident
---------------------------	------------------------

Bodily Injury by Disease	\$500,000 policy limit
--------------------------	------------------------

Bodily Injury by Disease	\$100,000 ea. employee
--------------------------	------------------------

Include Waiver of Subrogation in favor of the City of West Lafayette, Indiana.

D. Umbrella Liability

Each Occurrence and Aggregate	\$1,000,000
-------------------------------	-------------

E. Professional Liability (Applicable for Professional Services only rendered to the City)

All subcontractors performing design, engineering, surveying, testing, or other professional services shall carry professional liability (errors and omissions) insurance. This policy shall provide at least \$1,000,000 for each occurrence and \$2,000,000 aggregate.

SAFETY:

The contractor shall coordinate all work with the West Lafayette Police and Fire Departments, and shall notify both departments whenever any street or access to any property is to be closed off and re-opened.

The contractor shall be responsible for all proper public safety provisions for the construction site and any machinery or equipment whether in operation or not.

No work site(s) shall be left unprotected at any time. The public shall be protected from inadvertently entering a worksite by appropriate means such as cones, barrels, barricades, fencing, warning lights, arrow boards, flagmen, etc.

An overall project safety plan shall be coordinated with the City's project representative, prior to construction.

CLEAN UP

All trash will be picked up daily and removed from the site at the contractor's expense. All streets and garage areas disturbed will be cleaned daily.

DAMAGE TO EXISTING CONSTRUCTION

The contractor will be responsible for repairing at his expense to the City's satisfaction any damage to the garage.

COOPERATION WITH GARAGE TENANTS AND USERS

The garage shall remain open at all times. Contractor shall work with the garage manager to coordinate times when parts of the garage may be temporarily closed for this work to proceed.

TEMPORARY UTILITIY SERVICE AND RESTROOMS:

The contractor shall supply any electrical power, temporary lighting or water required to perform the work. None of these items are available in the structure. Contractor is to provide adequate temporary restrooms for the crews use.

WORK TIME RESTRICTIONS:

No work involving hammering, sawing or loud noises from construction equipment or operations shall be performed before 8:00am or after 9:00pm.



STANDARD GENERAL CONDITIONS

STANDARD
GENERAL CONDITIONS

TO GOVERN CONSTRUCTION, REPAIR AND MAINTENANCE
CONTRACTS WITH THE CITY OF WEST LAFAYETTE, INDIANA

Adopted June 8, 1993 by the Board
of Public Works and Safety
of the City of West Lafayette, Indiana

INDEX
GENERAL CONDITIONS

SCOPE	Article 1
DEFINITIONS	Article 2
CODES AND ORDINANCES	Article 3
COORDINATION	Article 4
PLANS AND SPECIFICATIONS	Article 5
SEVERANCE	Article 6
CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS	Article 7
BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY.....	Article 8
USE OF SITE.....	Article 9
MATERIALS AND TESTING.....	Article 10
WORKMANSHIP	Article 11
PROSECUTION AND PROGRESS	Article 12
CONTRACTOR'S PROCEDURES AND METHODS.....	Article 13
ACCEPTANCE OF CONSTRUCTION.....	Article 14
EXTRA WORK	Article 15
PAYMENT	Article 16
ASSIGNMENT	Article 17
USE OF SUBCONTRACTORS	Article 18
DISCIPLINE	Article 19
CLAIMS FOR EXTRA WORK	Article 20
DISCHARGE OF CONTRACT	Article 21
EXISTING FACILITIES	Article 22
OPEN COMPETITION	Article 23
GUARANTEE	Article 24
NON-DISCRIMINATION.....	Article 25

Article 1: **SCOPE.**

- 1.01 Contractor shall furnish all labor and materials, equipment, services, tools, fuel, water, electricity, transportation and all other items necessary for, and incidental to, complete construction of the work, and shall do all things required by the contract documents.
- 1.02 Contractor shall procure all permits and licenses and pay all charges and fees in connection there-with, and shall give all notices, necessary for, and incidental to, lawful prosecution of the work.
- 1.03 The General Conditions apply equally to all classifications of work.

Article 2: **DEFINITIONS.**

- 2.01 City refers to the City of West Lafayette, Indiana.
- 2.02 Contractor is identified in the written agreement.
- 2.03 Sub-Contractor is a person, firm or corporation undertaking a portion of the work by virtue of an agreement with the Contractor. A sub-contractor bears no contractual relationship to the City and under the City-Contractor agreement is deemed an employee of the Contractor.
- 2.04 Engineer refers to the City Engineer of the City of West Lafayette, Indiana.
- 2.05 Plans refer to the approved drawings, profiles, sections, details and notations issued by the City as the basis for bidding and for construction of the project.
- 2.06 Specifications the written directions, provisions, requirements and instructions, together with all material incorporated therein by reference, pertaining to the work and issued by the City as supplemental to the plans.
- 2.07 Working drawings refer to data sheets, shop and setting drawings, erection drawings, falsework drawings, coffer dam plans, bending diagrams for reinforcing steel, and supplemental plans and that which the Contractor is required to submit to the Engineer for approval.
- 2.08 Contract documents include the written agreement between the City and the Contractor together with all Modification Agreements, the plans and specifications together with all addenda, the Contractor's bid, performance bond and certificate of insurance, the Advertisement for Bids, the Instruction to Bidders, these General Conditions, the Special Conditions, and the working drawings.
- 2.09 Project refers to the improvements which are the subject to the contract documents.
- 2.10 Site is the field location of the project.

- 2.11 Work includes all performance required of the Contractor under the Contract Documents. It also includes all materials, labor, tools, equipment, services, fuel, water, electricity, transportation, apparatus, controls, services, and related items which are necessary, or are customarily furnished, for proper and complete construction, erection and installation of materials, equipment and systems.
- 2.12 Extra Work includes any work by the Contractor in addition to that required by the Contract Documents, when secured by a written Modification Agreement executed by the City and by the Contractor.
- 2.13 Addendum (plural Addenda) is a correction of, addition to, modification of, or clarification of the plans and specifications, and is issued by the Engineer prior to the time set for receiving bids.
- 2.14 Modification Agreement is a written pact between the City and the Contractor, pertaining to the project, and entered subsequently to the signing of the contract.
- 2.15 Approved or Approval refers to an act of the Engineer unless the wording in context refers specifically to another.
- 2.16 Or equal or Equal to refers to favorable comparison to a specific standard and is by decision of the Engineer.
- 2.17 Graphic Symbols are as defined, or indicated by notation, on the plans and working drawings.
- 2.18 Any technical term or abbreviation which is not defined in the contract documents shall be construed according to its usage in the edition of Indiana Department of Transportation Standard Specification current at the time of signing of the contract.

Article 3: **CODES AND ORDINANCES.**

- 3.01 The following codes and standards insofar as they pertain to field construction shall govern the work, except that in any case of conflict with the General Conditions or with the plans and specifications said General Conditions and plans and specifications shall govern:
 - (a) Edition of the Indiana Dept. of Transportation Standard Specifications current at the time of signing the bids, except that the work "Dept." as used therein shall be changed to "City".
 - (b) The edition of the American Concrete Institute Code current at the time of signing the bids.

- (c) The edition of the American Institute of Steel Construction Code current at the time of signing of the bids.
- (d) Rules and regulations of the Dept. of Fire & Building Services, the State Board of Health of Indiana, and the State Fire Marshal.
- (e) Codes and Ordinances of the City of West Lafayette, Indiana.
- (f) Laws of the United States and statutes of Indiana.

Article 4: **COORDINATION.**

- 4.01 The Contractor shall give not less than 72 hours advance notice to the Police Department, the Fire Department and emergency ambulance services before blocking off of any traffic lane, and shall notify said departments when such blockage is removed.
- 4.02 Contractor shall not permit drainage of surface water, storm runoff water, or water standing in any pond or excavation, into any sewer before completion of the project and shall bear all costs of damages to the sewer and to properties connected to such sewer should such drainage into a sewer occur.

Article 5: **PLANS AND SPECIFICATIONS.**

- 5.01 It is the intent of the plans and specifications that each complement the other in describing the work. What is called for by one shall be as binding as if called for by both.
- 5.02 It is the intent of the plans and specifications that items which, in the knowledge of craftsmen skilled in the trade, or which are generally known to be necessary to the adequacy or function of the finished project, or which are made mandatory by code, ordinance or statute and are, therefore, included by reference to such code, ordinance or statute, shall be furnished and installed without extra charge even though not specifically mentioned in the contract documents.
- 5.03 In event of discrepancy between the documents the Engineer's interpretation, delivered in writing, shall be a condition precedent to litigation.
- 5.04 Plans and specifications are prepared in such manner as to facilitate the letting of separate contracts. In each separate contract with the City the word "contractor" shall be used as herein defined: in no case shall it be construed as referring to a subcontractor.

Article 6: **SEVERANCE.**

- 6.01 The contract is deemed severable in the sense that voidance of any part or portion shall not void the remainder. It is deemed entire in the sense that the intent is to establish one price for the doing of the whole work; partial payments are not allocated absolutely to

certain parts of the work but are made for the mutual convenience of the Contractor and the City. Partial payment shall not be construed as final acceptance of work done or of any material incorporated into the construction.

Article 7: **CLASSIFICATIONS OF CONSTRUCTION, SEPARATE CONTRACTS.**

- 7.01 The City shall have the right to engage separate contractors for different classifications of construction, and at any time during the construction period, or thereafter, to engage others for work pertaining to construction or occupancy and not already under contract, and each shall have right of access to the project.
- 7.02 It shall be the duty of each contractor to coordinate his work with that of others, and to place his work in such manner that no extra work or extra expense is placed upon others. Each shall do such cutting and patching as is necessary to receive his work, and shall patch, or integrate into the construction, such cutting to the satisfaction of the City, and shall bear full guarantee responsibility for his cutting and patching of the work of others. Each contractor shall be responsible for excavating to receive his own work and for backfilling such excavation to the standards of the construction specifications.
- 7.03 Where the work of two (2) or more contractors is interdependent for final function, and such final function is impaired by reason of failure of coordination between contractors, the entire cost of correction shall be borne by the contractor responsible. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.
- 7.04 Where damage to the project or any of its component parts occurs in consequence of defective materials or workmanship, or of defective or malfunctioning part or mechanism, the contractor responsible for the initial installation of such material, workmanship, part of mechanism shall bear all costs of repair of such damage. The Engineer shall decide such issues and his written decision shall be a condition precedent to litigation.

Article 8: **BOND, INSURANCE, LEGAL RESPONSIBILITY, AND PUBLIC SAFETY.**

- 8.01 The Contractor shall furnish to the City an acceptable performance and payment bond in the amount of one hundred percent (100%) of the contract price including subsequent modifications of work and contract price. Said bond shall secure the Contractor's performance, and payment of labor, materials, subcontractors, supplies and any furnishing service. Bid bond shall be written by a surety authorized to do business in the State of Indiana and who maintains at least one (1) established place of business, in the State and in a location of which the continuance is not dependent upon decision of individual personnel of the Surety within the State.
- 8.02 The Contractor shall secure, and maintain through-out the life of this contract, such insurance as will protect himself, the City and the Engineer from claims for bodily injury,

death or property damage, arising from the Contractor's operations under the contract documents. Policies shall include the standard rider for coverage under Paragraph 8.03 of Article 8 of these General Conditions (Indemnity). Each policy shall contain a clause providing that such policy shall not be canceled by the insurer until after ten (10) days written notice, to the City, of intent to cancel. The Contractor shall not commence construction, or any operation pertaining thereto, until he has obtained all insurance required by this paragraph and shall have filed with the City either the insurer's certificate of such insurance or certified copies of the policies. The Contractor may carry any insurance in any amount he may elect, providing such types and amounts be not less than the following:

- (a) Workmen's Compensation and Employer's Liability insurance as required by statutes.
- (b) Public liability, bodily injury and property damage:
 - Injury to, or death of, One (1) person..... \$ 500,000.00
 - Injury to, or death of, more than one (1) person
in a single occurrence, each occurrence \$1,000,000.00
 - Property damage..... \$ 500,000.00

8.03 Indemnity. The Contractor shall indemnify and save harmless the City and agents and employees of the City, and the Engineer and agents and employees of the Engineer, from and against each and every loss and expense incurred by the City and agents and employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, on account of claim, demand, payment, suit, action, judgment or recovery occurring by reason of, or out of, the work. Said indemnity shall be in the full amount of recovery had against the City and agents or employees of the City and the Engineer and agents and employees of the Engineer, these and any of them, plus such expense as may be incurred in determining and defending against such action, and plus legal fees of Defense Counsel.

8.04 Patents and Royalties. If the Contractor uses any design, device, material, method or process covered by patent or copyright he shall provide for such use by legal agreement with the holder of the patent or copyright and shall pay all fees and charges pertaining thereto.

Article 9: USE OF SITE.

9.01 The Contractor bears full responsibility for prevention of injury to or destruction of streets, roads, pavements, drives, curbs, parking areas, ponds, graded areas, walkways, fences, signs, plantings and beddings, trees and shrubbery, grass, walls, buildings, structures, wires, poles, guys, foundations, conduits, pipes, mains, sewers, and all appurtenances, apparatus and construction pertaining thereto, and all items of existing construction of whatsoever nature, and shall bear all costs of satisfactory repair, replacement or restitution without additional compensation from the City.

Article 10: **MATERIALS AND TESTING.**

- 10.01 Only materials approved by the Engineer as conforming to the plans and specifications shall be used in construction. Approval of a source shall not constitute acceptance of all materials from that source.
- 10.02 The Contractor shall provide such facilities as the Engineer may require for collecting and forwarding of samples. All samples shall be furnished by the Contractor without charge.

Article 11: **WORKMANSHIP.**

- 11.01 Workmanship shall be to the best quality of each trade involved.

Article 12: **PROSECUTION AND PROGRESS.**

- 12.01 Construction shall start within the ten (10) calendar days following consecutively after the Engineer's issuance of the notice to proceed, or as soon after said ten (10) days as weather and site conditions shall permit.
- 12.02 Should the Contractor fail to deploy at the site during normal working hours sufficient labor, equipment and materials to take full advantage of permissive weather and site conditions, or shall perform construction unsuitable or in a reckless or irresponsible manner, or shall neglect or refuse to remove unsuitable construction and replace same with approved construction, or shall discontinue all or any part of construction before completion without approval of the Engineer, or shall fail to pay bills pertaining to the work, or shall become unable adequately to finance the work, the following rights shall accrue to the City:
 - (a) The right to refuse further payment as long as the Contractor's delinquency shall exist, and
 - (b) The right to notify the Contractor or Surety, or both, that such delinquency exists and to specify what action shall be taken by the Contractor or Surety, or both. If the Contractor or Surety shall not, within the four-teen (14) calendar days following consecutively after the day of such notice, proceed in accordance therewith, and thereafter continue diligently in accordance therewith, the City shall have the right to take all or any part of the work out of the Contractor's hands. The City shall then have the option of employing others to finish such work or of turning such work over to the Surety for completion. All costs, legal fees and engineering fees thereby incurred by the City shall be deducted from the unpaid balance of the contract price, and, if such unpaid balance is insufficient or non-existent, shall lie against the bond.
 - (c) The rights stated under (a) and (b) above are not mutually exclusive. The City

may exercise any or all of said rights, or may exercise the rights stated under (a) and, at a later date exercise the rights under (b).

- (d) The Contractor shall have no additional compensation on account of the City's exercise of rights under (a) and (b) above.

Article 13: **CONTRACTOR'S PROCEDURES AND METHODS.**

- 13.01 The Contractor is an independent contractor. Construction procedures and methods are at Contractor's option, subject only to quality of materials used and that the finished construction meet the standards of the plans and specifications.
- 13.02 Neither the City nor the Engineer shall be deemed responsible for construction methods or procedures used by the Contractor, nor for the adequacy of safety of construction methods or procedures used by the Contractor.

Article 14: **ACCEPTANCE OF CONSTRUCTION.**

- 14.01 It is the intent of the contract documents to provide for a completed project. It is the intent of the contract documents that one (1) price be established for the doing of the whole work. The Contractor is an independent contractor, responsible for constructing and turning over to the City the project completed and in accordance with plans and specifications.
- 14.02 No action of the City, its officials, or its agents or employees, and no action of the Engineer or any agent or employee of the Engineer, shall constitute final acceptance of portions or parts of the project, or of workmanship of a portion or part, or of a material installed.
- 14.03 Upon completion of the project the Contractor shall so notify the Engineer. The Board of Public Works and Safety of the City of West Lafayette, Indiana, shall then inspect the project and furnish to the Contractor a written list of exceptions, if any. When such exceptions, if any, have been corrected by the Contractor, construction shall be deemed completed. The Board shall then furnish to the Contractor a written acceptance of the project.

Article 15: **EXTRA WORK.**

- 15.01 All modification agreements shall be in writing.

Article 16: **PAYMENT.**

- 16.01 Partial payments will be made, subject to restrictions stated elsewhere in these General Conditions, in such manner that the total of such payments shall at no time prior to final payment exceed ninety percent (90%) of the Contractor's investment in the work or of the

contract price, whichever is the smaller.

- 16.02 Such payments shall be due and payable on or before the tenth (10th) day of each calendar month on application submitted on or before the first (1st) day of such month.
- 16.03 Each request for payment shall be supported by an itemized statement listing the following:
- (a) Original contract price.
 - (b) Modification agreement prices.
 - (c) Current contract price.
 - (d) Total cumulative value of work done.
 - (e) Deduction of ten percent (10%) of such total cumulative value.
 - (f) Net amount earned.
 - (g) Deduction of previous payments.
 - (h) Amount of payment to be made.

Each request shall be supported by the certificate of the Engineer.

- 16.04 Ten percent (10%) of the contract price including extras and credits, shall be withheld during the sixty (60) calendar days following consecutively after the date of acceptance of the project and shall be due and payable on the sixty first (61st) day. The Board of Public Works and Safety may, at its discretion, waive the sixty (60) day withholding period upon Contractor's submittal of evidence of payment of all claims pertaining to the work, or submittal of waivers of lien executed by creditors.
- 16.05 The City shall have the right to withhold from amounts due the Contractor sufficient sums to pay all labor, subcontractors, materials suppliers and those furnishing services, and such amounts as the City may deem necessary to protect its interest on account of:
- (a) defective work;
 - (b) claim filed or reasonable evidence of a claim to be filed;
 - (c) failure of the Contractor to make payments properly to labor, subcontractors, materials suppliers and others in interest;
 - (d) a reasonable doubt that the work can be completed for the unpaid balance; and
 - (e) failure, or refusal, of the Contractor to expedite the work in compliance with the contract documents.

Article 17: **ASSIGNMENT.**

- 17.01 The Contractor shall not assign the contract or monies due under the contract without written consent of the City.

Article 18: **USE OF SUBCONTRACTORS.**

- 18.01 The Contractor shall have the right to employ sub-contractors for a reasonable amount of the work, and his selection of individual subcontractors shall not be subject to review by, or approval of, the City.
- 18.02 No contractual relationship, pertaining to the work, shall exist between the City and any sub-contractor. No act of supervision or inspection, or any approval or acceptance given, shall be taken as implying a contractual relationship between the City and any subcontractor. A subcontractor is to be deemed an employee of the Contractor. The Contractor shall bear full responsibility for the actions of subcontractors, the same as for other employees of the Contractor.

Article 19: **DISCIPLINE.**

- 19.01 The Engineer shall have the right to require removal from the project of employees of the Contractor for overt incompetence, recklessness, negligence, damage to work, or for language, habits, manners or acts offensive to the community.
- 19.02 No intoxicating beverages shall be permitted on the site. The Engineer shall have the right to require dismissal of any employee appearing to be under the influence of alcohol.

Article 20: **CLAIMS FOR EXTRA WORK.**

- 20.01 No claim for extra compensation shall be allowed where based upon failure of the Contractor to understand the plans and specifications, nor upon failure of the Contractor to discover work noted upon the plans or in the specifications.
- 20.02 No claim for extra compensation shall be allowed where based upon an oral agreement. All agreements shall be in writing and signed by all parties to the contract.

Article 21: **DISCHARGE OF CONTRACT.**

- 21.01 The contract shall be considered as discharged when each and every one of the following conditions have been met:
- (a) All construction has been completed and has been accepted by the City.
 - (b) Payment in full has been made.

- (c) The guarantee period has expired and no exceptions, given to the Contractor in writing prior to the expiration of the guarantee period, remain uncorrected.
- (d) The provisions of Article 8, Paragraph 8.03 are met either by judgment or settlement or by an applicable statute of limitations.

Article 22: **EXISTING FACILITIES.**

- 22.01 Wherever the contract documents require connection to, interception of, revision of, or alterations of any existing facility it shall be the duty of the Contractor to uncover such points of connection, interception, revision or alteration before commencing construction related thereto or depend-ent thereon and to verify the size, location, dimension, elevation and gradient of such existing facility. The Contractor shall notify the Engineer of such findings and, if a discrepancy is found between actual and anticipated conditions, shall not commence related construction until instructions are received from the Engineer and the contract price adjustment, if any, has been agreed to in writing.
- (a) Should the Contractor fail to comply with the above provision, and all or any part of the project be impaired by reason of a discrepancy between actual and anticipated conditions, the Contractor shall bear the entire expense of correction and shall receive no compensation thereof.

Article 23: **OPEN COMPETITION.**

- 23.01 Where in the plans and specifications certain materials, trade names, catalog numbers or articles of certain manufacture are mentioned it is done for the purpose of establishing standards of quality, performance, durability and efficiency and is not to be construed as limiting competition. Other name materials may be used if in the opinion of the Engineer they are equal in quality, performance, durability and efficiency to those mentioned, and are of a design in harmony with the work as outlined, and the Engineer gives written approval of a substitution before such articles or materials are ordered by the Contractor.

Article 24: **GUARANTEE.**

- 24.01 The Contractor shall guarantee against defects in materials and workmanship for a period of one (1) year commencing with the date of final acceptance of the finished project by the West Lafayette Board of Works and Public Safety. The Contractor shall satisfactorily repair or replace any and all defective materials, whether because of the material or the workmanship of installing it, and shall satisfactorily repair or replace any and all defective or malfunctioning parts and mechanisms, all without cost to the City, during the guarantee period. Contractor shall bear all costs of satis-factorily repairing damage to the project, its component parts, and to property, where such damage is a direct result of defective materials or workmanship or of any defective or malfunctioning part of mechanism installed by the Contractor.

24.02 This guarantee shall be secured by a one (1) year extension of the Contractor's performance bond. The guarantee is a part of the contract and is not to be in a separate writing.

Article 25: **NON-DISCRIMINATION.**

25.01 The Contractor shall, in hiring, comply with the Federal and State statutes and regulations pertaining to nondiscrimination in hiring, and in hiring shall not discriminate on account of race, creed or color.

H

**SAMPLE
CONTRACT FORM**

SAMPLE C O N T R A C T

This Agreement entered into this ____th day of _____, 2009 by and between Contractor Name and address (hereinafter called the "Contractor") and the City of West Lafayette Redevelopment Commission (hereinafter called the "City").

WITNESSETH:

That in consideration of the mutual covenants hereinafter set forth, the City and the Contractor agree as follows:

ARTICLE 1. Engagement.

The Contractor hereby agrees to provide all materials and furnish all labor, tools, equipment, and do all things necessary to perform all work required per the Plans and Bidding documents and addenda for the Wabash Landing Garage Automation Project 2008 .

ARTICLE 2. Scope of Work.

All work in the contract documents called, which is further defined as all work in the documents not specifically assigned to the owner or indicated as "not a part of this contract". The final scope of this agreement and addendums listed here (addendum's) which was acknowledged on the bid form.

ARTICLE 3. Product of the Work.

The Contractor will have completed the terms of this contract when the above mentioned work has been completed in accordance with the specifications and approval of the City and their consultant.

ARTICLE 4. Payment.

The City agrees to pay the Contractor _____ (\$ _____) more or less based on the unit prices presented in the bid document and final measurements and approval of said work. All work to be installed as specified without substitution of materials specified. For payment an invoice must be submitted to the City in compliance with the City of West Lafayette's procedures. This amount is comprised of (detail if necessary)

ARTICLE 6. Insurance and Bonding.

The Contractor shall have adequate insurance for this work. Insurance coverage must include workman's compensation, liability insurance, and indemnification as per the bid documents.

Contractor shall have proper bond with the City of West Lafayette.

ARTICLE 7. Termination of Agreement.

In case the Contractor fails to furnish materials or execute work in accordance with the provisions of this Agreement, or fails to proceed with or complete the work within the time limit specified in this Agreement, or if the provisions of this Agreement are otherwise violated by the Contractor, the City may send a written notice to the Contractor indicating he is in default of this Agreement. Said notice shall contain the reason for the City's intent to declare Contractor at fault and unless within ten (10) days after service of said notice, the violation shall cease, the Contractor, by written notice, shall be declared in default, his right to proceed under the Agreement terminated, and the Agreement shall terminate.

ARTICLE 8. Indemnification.

The Contractor agrees to indemnify and hold harmless the City of West Lafayette and its officers, agents, officials, and employees from any and all claims, actions, causes of action, judgments, and in liens arising out of any act or omission by the Contractor or any of its officers, agents, employees, or subcontractors. Such indemnity shall include attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith and shall not be limited by reason of the enumeration of any insurance coverage required herein.

ARTICLE 9. Severance.

The intent of the parties is that this Agreement be deemed entire in the sense that its purpose is to establish one price for the doing of the whole work, and that it be deemed severable in the sense that the voidance of any part or portion shall not void the remainder.

ARTICLE 10. Contract Documents.

The contract documents include this Agreement, proof of insurance and the specifications. Said documents are hereby incorporated into and made part of the Agreement the same as if herein fully set forth.

ARTICLE 11. Records.

The Contractor will maintain proper records for review by the City and as required by the contract documents.

In Witness Whereof we have set our hands the day and year first above written.

CONTRACTOR:

Federal ID # _____

By

ATTEST:

**CITY OF WEST LAFAYETTE
REDEVELOPMENT COMMISSION:**

Lawrence T. Oates, President

ATTEST:

Linda M. Sorensen, Secretary

I

AFFIRMATIVE ACTION

AFFIRMATIVE ACTION

Required by Contractors for Work for the City of West Lafayette

The Contractor for the work specified in this Contract agrees to take affirmative action to insure that applicants and employees of the Contractor (and any Subcontractors) are treated in a manner which provides equal employment opportunity and tends to eliminate inequality based upon race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance. Affirmative action shall include but not be limited to the issuance of a policy statement regarding equal employment and its communication to all personnel involved in recruitment, hiring, training, assignment, and promotion; notification of all employment sources of company policy and active efforts to review the qualifications of all applicants regardless of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status or status with regard to public assistance; recruiting in the minority/female group community for employees; and establishing an internal system of reporting concerning equal employment, recruiting, hiring, training, upgrading and the like. Breach of the obligation to take affirmative action shall be a material breach of the contract for which the City shall be entitled to at its option:

- (1) Cancel, terminate, or suspend the contract in whole or in part; and/or
 - (2) Declare the Contractor or Vendor ineligible for further City contracts.
-